

ESTTA Tracking number: **ESTTA430927**

Filing date: **09/16/2011**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91200183
Party	Defendant Miss G-String International LLC
Correspondence Address	MISS G-STRING INTERNATIONAL LLC 1420 SUNNINGDALE LANE ORMOND BEACH, FL 32174 UNITED STATES
Submission	Other Motions/Papers
Filer's Name	Luke Charles Lirot, Esquire
Filer's e-mail	luke2@lirotlaw.com
Signature	/Luke Lirot/
Date	09/16/2011
Attachments	MGS - Initial Disclosures.pdf ( 22 pages )(479086 bytes )

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

In the Matter of Application Serial No. 77/753,000

Published in the Official Gazette on December 07, 2010

THE WORLD'S PAGEANTS, LLC,

Index No.: ESTTA412971

Opposer,

- against -

APPLICANT'S INITIAL  
DISCLOSURES

MISS G-STRING INTERNATIONAL, LLC,

September 16, 2011

Applicant.

\_\_\_\_\_ /

**APPLICANT'S INITIAL DISCLOSURES**

Applicant, MISS G-STRING INTERNATIONAL, LLC, pursuant to Rule 26 (a) (1), Federal Rules of Civil Procedure, hereby submits the following Initial Disclosures based on information presently available and known, and would state as follows:

**1. Individuals With Discoverable Information:**

The following individuals are likely to have discoverable information that Applicant may use in support of its claims (excluding information that may be used solely for impeachment purposes):

- A. William Eadie, whose principal place of business is at 1420 Sunningdale Lane, Ormond Beach, FL 3217. This person is expected to testify regarding the business of the Applicant.

- B. John Witges, whose principal place of business is at 1005 Mabbette Street, Kissimmee, FL 34741. This person is expected to testify regarding the business of the Opposer.
- C. Gracinda Cardoso, whose principal place of business is at 1005 Mabbette Street, Kissimmee, FL 34741. This person is expected to testify regarding the business of R&D Promotions, Inc.
- D. Brian Bell, whose principal place of business is at 1st Avenue North, Suite 400, St. Petersburg, Florida 33701-3610. This person is expected to testify regarding CASE: UCN: 522004CA007512XXCICI IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT COURT IN AND FOR PINELLAS COUNTY, FLORIDA and the sale of FINAL JUDGMENT to William Eadie.
- E. J. Benton Stewart, whose principal place of business is at 730 South Sterling Avenue, Suite 107, Tampa, Florida. This person is expected to testify regarding the CEASE AND DESIST LETTER dated May, 13, 2009 from Opposer.
- F. James Humann, whose principal place of business is at 6100 Old Park Lane, Orlando, Florida 32835-2401. This person is expected to testify regarding the Applicant's Trademark Application.

Applicant reserves the right to call at any relevant proceeding and hearing any witnesses identified by any party to this matter. Applicant reserves the right to

supplement this witness list.

2. **Documents Supporting Defendant's Claims.**

The following documents are identified and will be used to support the Applicants claims:

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
ANSWER TTAB	ANSWER to Opposer's NOTICE OF OPPOSITION
ANSWER A	USPTO TARR DOC "WORD MARK"
ANSWER B	State of Florida Department of State, Division of Corporations "Miss G-String International LLC"
ANSWER C	USPTO TARR DOC MARK "MISS G-STRING INTERNATIONAL"
ANSWER D	State of Florida Department of State, Division of Corporations "The Worlds Pageants, LLC"
ANSWER E	NOTICE OF OPPOSITION
ANSWER F	State of Florida Department of State, Division of Corporations "R & D Promotions, Inc."
ANSWER G	USPTO TARR DOC MARK "MISS NUDE INTERNATIONAL"
ANSWER H	First Request for Extension of Time to Oppose
ANSWER I	Second Request for Extension of Time to Oppose
ANSWER J	Third Request for Extension of Time to Oppose Upon Extraordinary Circumstances
ANSWER K	New Hampshire Bar Document
L	Cease and Desist Letter dated May 13, 2009
M	Final Judgment
N	Assignment of Final Judgment

O Judgment Lien R & D Promotions, Inc.  
P Judgment Lien Gracinda B. Cardoso

Applicant discloses the use of any and all records of CASE UCN:  
522004CA007512XXCICI IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL  
CIRCUIT COURT IN AND FOR PINELLAS COUNTY, FLORIDA. Applicant reserves  
the right to utilize any relevant proceeding and hearing any Document identified by any  
party to this matter. Applicant reserves the right to supplement this Document List.

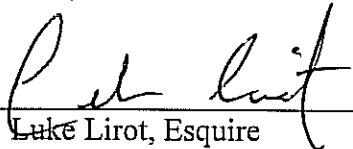
3. **Computation of Damages.**

To the extent applicable, Applicant has suffered extensive and ongoing damages  
that are ongoing and undetermined at this time.

4. **Insurance Agreements.**

Applicant is unaware of any insurance policies that would be applicable to the  
instant proceeding.

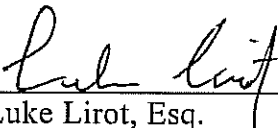
Respectfully Submitted:

By:  Dated: September 16, 2011  
Luke Lirot, Esquire  
Florida Bar Number 714836  
LUKE CHARLES LIROT, P.A.  
2240 Belleair Road, Suite 190  
Clearwater, Florida 33764  
Telephone: (727) 536-2100

Facsimile: (727) 536-2110  
Attorneys for the Applicant

CERTIFICATION OF ELECTRONIC FILING

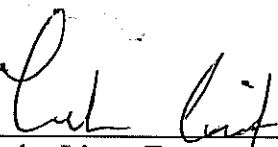
I hereby certify that the attached APPLICANT'S INITIAL DISCLOSURE TO OPPOSER'S NOTICE OF OPPOSITION was filed electronically with the Trademark Trial and Appeal Board on September 16, 2011.

  
\_\_\_\_\_  
Luke Lirot, Esq.  
Signed September 16, 2011

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the foregoing APPLICANT'S INITIAL DISCLOSURE has been served on Thomas T. Aquilla, Esq., domestic representative of THE WORLDS PAGEANTS, LLC as Registrant's Attorney of Record and Correspondence as listed in the TARR system as of this date by mailing said copy on September 16, 2011, via First Class Mail, postage prepaid to:

Thomas T. Aquilla, Esq.  
221 Coe Hill Road  
Center Harbor, New Hampshire, 03226

  
\_\_\_\_\_  
Luke Lirot, Esq.  
Signed September 16, 2011

Designation of Domestic Representative

Attorney Luke Lirot, Esq., whose postal address is 2240 Belleair Rd., Suite 190, Clearwater, FL 33764, is hereby, designated MISS G-STRING INTERNATIONAL, LLC's representative upon whom notice or process in this proceeding may be served.

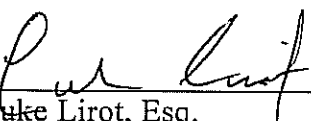
  
\_\_\_\_\_  
Luke Lirot, Esq.  
Signed September 16, 2011

EXHIBIT L  
CEASE AND DESIST LETTER

# AQUILLA PATENTS & MARKS PLLC

221 COE HILL ROAD, CENTER HARBOR, NEW HAMPSHIRE 03226 UNITED STATES OF AMERICA

THOMAS TRACY AQUILLA, PHD, JD  
U.S. PATENT ATTORNEY REG. NO. 43473  
NEW HAMPSHIRE BAR ID. NO. 18693  
NEW YORK ATTORNEY REG. NO. 3892627

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TELEPHONE: (603) 253-9474  
FACSIMILE: (603) 253-9476  
E-MAIL: [INFO@AQUILLAPATENTS.COM](mailto:INFO@AQUILLAPATENTS.COM)

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May 13, 2009

**BY E-MAIL and U.S. REGISTERED MAIL**

J. Benton Stewart  
Stewart Law PLLC  
730 South Sterling Avenue, Suite 304  
Tampa, FL 33609

**Re: "MISS G-STRING INTERNATIONAL"**  
**Our Docket No.: RDP-00701L**

Dear Mr. Stewart:

My firm represents R&D Promotions, Inc. in connection with its intellectual property legal matters. R&D Promotions, Inc. ("R&D") is the owner of various trade- and service marks, including U.S. Trademark Registration No. 2,037,202 for the mark "MISS NUDE INTERNATIONAL" and numerous other related marks ("the Marks"). Our clients, R&D and its predecessors-in-interest, have used the Marks world-wide and in interstate commerce for many years in connection with their well-known pageants and competitions in the adult entertainment industry. Our client's Mark "MISS NUDE INTERNATIONAL" has been registered since 1997 and is incontestable under Section 15 of the Lanham Act.

Your client's use of the name "MISS G-STRING INTERNATIONAL" in connection with adult entertainment events has come to our attention. More particularly, it has come to our attention that your clients are planning to hold an event entitled "MISS G-STRING INTERNATIONAL" at Paradise Lakes Resort on Thursday, October 1 to Saturday, October 3, 2009.

This letter is a demand to cease all use of this name and any variations thereof.

R&D objects to the use of any marks, titles or any similar designations, which infringe upon its marks, particularly those that include the word "MISS" together with the word "INTERNATIONAL" for pageants or competitions in the adult entertainment industry. R&D also reserves the right to object to any Infringing Mark that does not make use of that particular combination of words. In this regard, please note that our client holds extensive trademark rights in hundreds of related marks.



We note that the name your clients are using is very similar and, in fact, wholly subsumes R&D's registered mark. We are concerned about the great potential for confusion between the marks. Because your clients are using the name for adult entertainment services, your clients' name is likely to induce mistake or deception in people familiar with our client's marks.

Any use of, or intention to use, the mark, name or title "MISS G-STRING INTERNATIONAL", or any other designation similar to any of our client's Marks (collectively "Infringing Marks") for adult entertainment services constitutes trademark infringement of our clients marks, in violation of Section 32 of the Lanham Act. Furthermore, any such use of the Marks constitutes unfair competition and falsely suggests, in violation of Section 43(a) of the Lanham Act, that our client has sponsored, authorized or is otherwise connected with your client's company and/or its services.

Violations of these laws entitle our client to injunctive relief, monetary recovery of your client's profits and of our client's actual losses, and punitive damages, as well as recovery of attorney's fees and court costs. In any action taken on behalf of our client, we would seek such remedies. You should be aware that that in numerous legal actions brought to enforce our client's trademark rights, we have successfully opposed improper use of its Marks.

R&D therefore demands that your clients immediately (i) cease and desist any and all use of the Infringing Marks, including but not limited to the name or title "MISS G-STRING INTERNATIONAL" and any other similar designations; and (ii) agree to refrain from any future use of the Infringing Marks.

We further demand that you forward to us immediately written assurances that your clients have complied with the foregoing and will not illegally interfere with our client's business. If you fail to comply with these demands, then our client intends to take all actions deemed necessary to protect its rights.

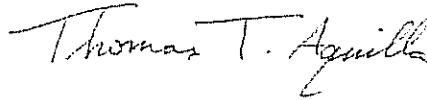
In addition, we suggest that you notify all others unknown to us, who may be participating in your client's use of the Infringing Marks, such as the owners of the venues for and the sponsors of any competitions involving use of the Marks, of the matters set forth herein. They should be put on notice that they risk liability as contributory infringers, if they continue to use or join with your clients in such use.

I write this letter in the hopes of resolving this matter amicably and through cooperative means, and urge you to persuade your clients to select a different name for the scheduled event. There are many names available that would not infringe our client's registered trademarks, such as "Miss Paradise Lakes" or some variation thereof. However, your prompt response and compliance are required, if legal proceedings are to be avoided. Unless we hear from you shortly, we will assume that further action is necessary.

RDP-00701L  
May 13, 2009  
Page 3 of 3

Please contact me at your earliest opportunity to discuss this matter.

Sincerely,

A handwritten signature in cursive script that reads "Thomas T. Aquilla". The signature is written in dark ink and is positioned above the printed name.

Thomas T. Aquilla, Esq.

TTA/ema

Enclosure: Certificate of Registration No. 2,037,202; Abstract of Title

cc: Paradise Lakes Resort; R&D Promotions, Inc.; The Worlds Pageants, LLC

EXHIBIT M  
FINAL JUDGMENT

MALCOLM THOMPSON OSCEOLA COUNTY: DATE 02/26/2011 02:12:55 PM  
FILE # 2011118634 BK 04169 Pgs 1325 - 1326 (2pgs) REC FEES 18.50

IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT  
IN AND FOR PINELLAS COUNTY, FLORIDA

BRIAN BELL,

Plaintiff,

vs.

R&D PROMOTIONS, INC., a  
Florida corporation and  
GRACINDA B. CARDOSO,

Defendants.

UCN: 522004CA007512XXCICI  
REF NO.: 04-7512-CI-11

FILED  
St. Petersburg Branch  
2005 APR -1 PM 2:19  
CLERK OF COURT

**FINAL JUDGMENT ON DEFAULT**

THIS CAUSE coming on to be heard upon Plaintiff's Motion for Enforcement of Settlement Agreement and Entry of Judgment on Default and this Court having examined the pleadings and affidavits in this cause and being otherwise fully advised in the premises, and the Court finds in favor of the Plaintiff and against the Defendants, and finds that the Plaintiff is entitled to recovery of damages and prejudgment interest, together with attorney's fees and court costs, and that a reasonable number of hours expended by the Plaintiff's attorneys in enforcement of stipulation and application for judgment under the Settlement Agreement is 2.0 hours and that a reasonable hourly rate for Plaintiff's attorneys is \$200.00 per hour for Ronald W. Gregory, II, and that, therefore, a reasonable attorney's fee for Plaintiff's attorneys herein is \$400.00; it is thereupon

ORDERED AND ADJUDGED, as follows:

1. That Plaintiff, BRIAN BELL, whose address is 696 First Avenue North, Suite 400, St. Petersburg, FL 33701, shall recover of and from Defendants, R&D PROMOTIONS, INC. and GRACINDA B. CARDOSO, the following sums:

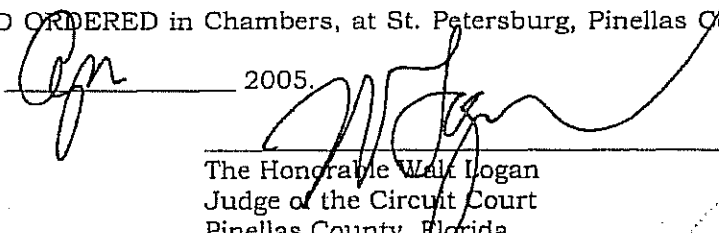
Principal Indebtedness under Settlement Agreement	\$ 24,485.34
Interest January 7, through March 23, 2005 (75 Days at 18% under Settlement Agreement)	\$ 905.62
Attorney's Fees	\$ 400.00
<b>TOTAL</b>	<b><u>\$ 25,790.96</u></b>

all of which sums shall bear interest at the rate of 7% per annum until the judgment is paid, as the rate set by the Florida Comptroller pursuant to § 55.03, FOR ALL OF WHICH SUMS LET EXECUTION ISSUE.

2. IT IS FURTHER ORDERED AND ADJUDGED that the judgment debtor(s) shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney, within 45 days from the date Plaintiff serves the Fact Information Sheet, unless the final judgment is satisfied or post-judgment discovery is stayed.

3. Jurisdiction of this case is retained to enter further orders that are proper to compel the judgment debtor(s) to complete form 1.977, including all required attachments, and serve it on the judgment creditor's attorney or the judgment creditor if the judgment creditor is not represented by an attorney.

DONE AND ORDERED in Chambers, at St. Petersburg, Pinellas County,  
Florida, this 1 day of Aug 2005.

  
The Honorable Walt Logan  
Judge of the Circuit Court  
Pinellas County, Florida

Copies Furnished To:

Ronald W. Gregory, II, Esq.  
Attorney for Plaintiff  
P. O. Box 1954  
St. Petersburg, FL 33731-1954

R&D PROMOTIONS, INC. c/o Gracinda B. Cardoso  
1005 Mabbette Street, Kissimmee, FL 34741-5159  
Defendant/ Judgment Debtor

Brian Bell  
696 First Avenue North, Suite 400  
St. Petersburg, FL 33701  
Plaintiff/Judgment Creditor

GRACINDA B. CARDOSO  
1005 Mabbette Street, Kissimmee, FL 34741-5159  
Defendant/ Judgment Debtor

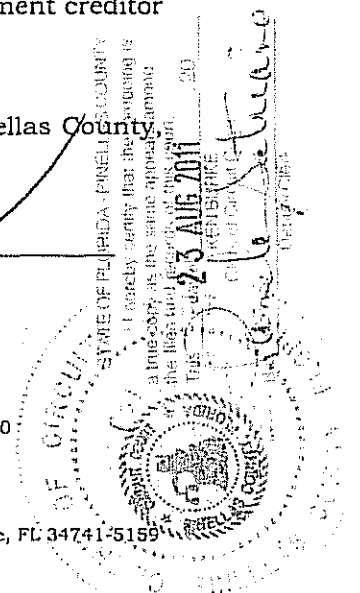


EXHIBIT N  
ASSIGNMENT OF FINAL JUDGMENT

ASSIGNMENT OF FINAL JUDGMENT

THIS ASSIGNMENT OF FINAL JUDGMENT (hereinafter "Assignment") is made on this 22 day of AUGUST, 2011, by and between BRIAN BELL (hereinafter "Assignor") and William A. Eadie (hereinafter "Assignee").

PREAMBLE

WHEREAS, the Assignor is the owner of the Final Judgment in the case of *Brian Bell v. R&D Promotions, Inc., a Florida Corporation, and Gracinda Cardoso*, Case Number 04-7512-CI-11 (hereinafter "Final Judgment"); and

WHEREAS, the Assignee has agreed to provide valuable consideration to Assignor in exchange for the assignment of the Final Judgment; and

WHEREAS, the Assignor desires by this Assignment to allow the Assignee to pursue all rights and remedies under the Final Judgment to seek satisfaction of same:

NOW, THEREFORE, FOR AND IN CONSIDERATION of the payment by the Assignee to the Assignor of the sum of ten dollars (\$10.00) and for other good and valuable consideration, the receipt and adequacy of which are acknowledged by each party, the parties agree as follows:

1. ASSIGNMENT

Effective as of the 22 day of AUGUST, 2011, (hereinafter "Effective Date"), the Assignor assigns to the Assignee, and the Assignee accepts all rights and privileges attaching to the Final Judgment entered April 1, 2005, in the case of *Brian Bell v. R&D Promotions, Inc., a Florida Corporation, and Gracinda Cardoso*, Case Number 04-7512-CI-11, recorded in the Public Records of Pinellas County at BK: 14223 PG: 1429.

2. REPRESENTATIONS

2.1. By Assignor. To induce the Assignee to accept the delivery of this Assignment, the Assignor hereby represent and warrant to the Assignee that, on the date hereof and at the time of delivery:

2.1.1. The Assignor is the sole legal and beneficial owners of the the Final Judgment entered April 1, 2005, in the case of *Brian Bell v. R&D Promotions, Inc., a Florida Corporation, and Gracinda Cardoso*, Case Number 04-7512-CI-11, recorded in the Public Records of Pinellas County at BK: 14223 PG: 1429. Subject to the provisions of this Agreement, the Assignor has the full and sufficient right at law and in equity to transfer and assign the Final Judgment and is transferring and assigning the Final Judgment free and clear of any and all right, title, or interest of any other person whatsoever.

2.2. **By Assignee.** The Assignee covenants, warrants, and represents to the Assignor that the Final Judgment is being acquired in accordance with all applicable laws and regulations, and that the Assignee will use all appropriate legal means to enforce the Final Judgment to satisfy the underlying debt.

2.3. **By Each Party.** Each party represents and warrants to the other that the party has been duly authorized to execute and deliver this Assignment and to perform the party's obligations under this Assignment.

### 3. **NOTICES**

Any notice, demand, consent, approval, request, or other communication or document to be provided hereunder to a party to this Assignment shall be (a) in writing, and (b) deemed to have been provided (i) 48 hours after being sent by certified or registered mail in the United States mail, postage prepaid, return receipt requested, to the address of the party set forth in this Assignment or to any other address in the United States of America as the party may designate from time to time by notice to the other party, or (ii) on being given by hand or other actual delivery to the party.

### 4. **MISCELLANEOUS**

4.1. **Effectiveness.** This Assignment shall become effective on and only on its execution and delivery by each party.

4.2. **Complete Understanding.** Subject to the provisions of this agreement, this Assignment represents the complete understanding between the parties as to the subject matter hereof, and supersedes all prior negotiations, representations, guarantees, warranties, promises, statements, or agreements, either written or oral, between the parties to this Assignment as to the same.

4.3. **Amendment.** This Assignment may be amended by and only by an instrument executed and delivered by each party.

4.4. **Waiver.** No party shall be deemed to have waived any right that it holds hereunder unless the waiver is made expressly and in writing (and, without limiting the generality of the foregoing, no delay or omission by any party in exercising this right shall be deemed a waiver of its future exercise). No waiver shall be deemed a waiver as to any other instance of any other right.

4.5. **Applicable Law.** All questions concerning the construction, validity, and interpretation of this Assignment and the performance of the obligations imposed hereby shall be governed by the internal law, not the law of conflicts, of the State of Florida.

4.6. **Headings.** The headings of the sections, subsections, paragraphs, and subparagraphs of this Assignment are provided for and only for convenience of references and shall not be considered in constructing their contents.



4.7. **Construction.** As used in this Assignment, (a) the term "person" means a natural person, a trustee, a corporation, a partnership, and any other form of legal entity; and (b) all reference made (i) in the neuter, masculine, or feminine gender shall be deemed to have been made in all genders, (ii) in the singular or plural number shall be deemed to have been made , respectively, in the plural or singular number as well, and (iii) to any section, subsection, paragraph, or subparagraph shall, unless therein expressly indicated to the contrary, be deemed to have been made to such section, subsection, paragraph, or subparagraph of this Assignment.

4.8. **Assignment.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns hereunder.

4.9. **Severability.** No determination by any court, governmental body, or otherwise that any provision of this Assignment or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other provision thereof or (b) that provision in any circumstance not controlled by the determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

4.10. **Further Assurances.** The parties shall cooperate with each other and shall execute and deliver, or cause to be delivered, all other instruments and shall take all other actions as either party may reasonably request from time to time in order to effectuate the provisions of this Assignment.

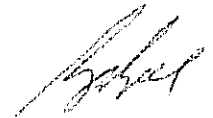
ASSIGNOR AND ASSIGNEE ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS ASSIGNMENT, WERE AFFORDED SUFFICIENT OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL OF THEIR CHOICE AND TO ASK QUESTIONS AND RECEIVE SATISFACTORY ANSWERS REGARDING THIS ASSIGNMENT, UNDERSTAND THEIR RIGHTS AND OBLIGATIONS UNDER IT, AND SIGNED IT OF THEIR OWN FREE WILL AND VOLITION.

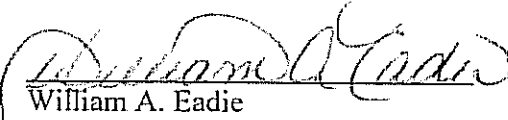
CONTINUED ON NEXT PAGE

IN WITNESS WHEREOF, each party has executed this Assignment or caused it to be executed on its behalf by its duly authorized representative, on the day and year first written above.

ASSIGNOR:

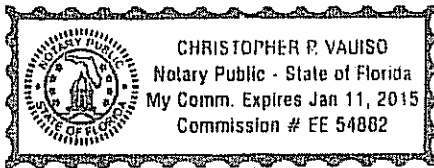
ASSIGNEE:

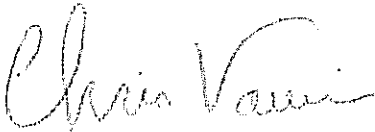
  
\_\_\_\_\_  
Brian Bell  
696 1<sup>st</sup> Avenue North, Suite 400  
St. Petersburg, Florida 33701-3610

  
\_\_\_\_\_  
William A. Eadie  
1420 Sunningdale Lane  
Ormond Beach FL 32174


STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing was sworn to and acknowledged before me/by Brian Bell,  
who is personally familiar to me.



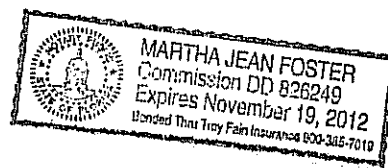




8/26/2011

this 22 day of August, 2011  
  
\_\_\_\_\_  
NOTARY PUBLIC - State of Florida

MARTHA JEAN FOSTER  
Printed Name

My commission expires: 11-19-2012



   
\_\_\_\_\_  
Initials Initials

# All-purpose Acknowledgment

STATE OF Florida, COUNTY OF Volusia

On August 26, 2011 before me, the undersigned, a Notary Public in and for said State, personally appeared

William A. Eadie

☐ personally known to me -OR- ☒ proved to me on the basis of satisfactory evidence/ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Christopher Vauiso

Name (type or printed) Christopher Vauiso

My commission expires: Jan 11, 2015

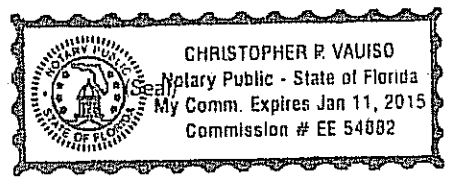


EXHIBIT O  
JUDGMENT LIEN R&D PROMOTIONS, INC.

# ELECTRONIC JUDGMENT LIEN CERTIFICATE

FOR PURPOSES OF FILING A JUDGMENT LIEN, THE FOLLOWING INFORMATION IS SUBMITTED IN ACCORDANCE WITH s. 55.203, F.S..

## JUDGMENT DEBTOR (DEFENDANT) NAME(S) AS SHOWN ON JUDGMENT LIEN:

R&D PROMOTIONS, INC  
1473 HEATHER WAY  
KISSIMMEE, FL. 34744  
FEI#: 65-1070494      DOS DOCUMENT#: P00000112629

**J11000564745**  
**FILED**

**Sep 01, 2011 10:30 A.M.**  
**Secretary of State**  
PYARBOR

## JUDGMENT CREDITOR (PLAINTIFF) NAME AS SHOWN ON JUDGMENT LIEN OR CURRENT OWNER OF JUDGMENT IF ASSIGNED:

WILLIAM EADIE  
1420 SUNNINGDALE LANE  
ORMOND BEACH, FL 32174  
DOS DOCUMENT#: N/A

## NAME AND ADDRESS TO WHOM ACKNOWLEDGMENT/CERTIFICATION IS TO BE MAILED:

WILLIAM EADIE  
SSP0607@AOL.COM

---

AMOUNT DUE ON MONEY JUDGMENT: 25,790.96

APPLICABLE INTEREST RATE: 7.00%

NAME OF COURT: CIRCUIT COURT PINELLAS COUNTY

CASE NUMBER: 522004CA007512XXCICI

DATE OF ENTRY: 04/01/05

WAS A WRIT OF EXECUTION DOCKETED ON THIS JUDGMENT LIEN WITH ANY SHERIFF PRIOR TO OCTOBER 1, 2001?

( ) YES (IF YES, A "CREDITOR AFFIDAVIT CERTIFICATION" FORM MUST BE ATTACHED TO THIS CERTIFICATE.)

(X) NO

---

UNDER PENALTY OF PERJURY, I hereby certify that: (1) The judgment above described has become final and there is no stay of the judgment or its enforcement in effect; (2) All of the information set forth above is true, correct, current and complete; (3) I have not previously filed a Judgment Lien Certificate regarding the above judgment with the Department of State; and, (4) I have complied with all applicable laws in submitting this Electronic Judgment Lien Certificate for filing.

Electronic Signature of Creditor or Authorized Representative: WILLIAM EADIE

EXHIBIT P  
JUDGMENT LIEN GRACINDA CARDOSO

# ELECTRONIC JUDGMENT LIEN CERTIFICATE

FOR PURPOSES OF FILING A JUDGMENT LIEN, THE FOLLOWING INFORMATION IS SUBMITTED IN ACCORDANCE WITH s. 55.203, F.S.,

JUDGMENT DEBTOR (DEFENDANT) NAME(S) AS SHOWN ON JUDGMENT LIEN:

CARDOSO, GRACINDO B  
1473 HEATHER WAY  
KISSIMMEE, FL. 34744

**J11000565239**  
**FILED**

Sep 02, 2011 08:27 A.M.  
Secretary of State  
MHCAIN

JUDGMENT CREDITOR (PLAINTIFF) NAME AS SHOWN ON JUDGMENT LIEN OR CURRENT OWNER  
OF JUDGMENT IF ASSIGNED:

WILLIAM EADIE  
1420 SUNNINGDALE LANE  
ORMOND BEACH, FL 32174  
DOS DOCUMENT#: N/A

NAME AND ADDRESS TO WHOM ACKNOWLEDGMENT/CERTIFICATION IS TO BE MAILED:

WILLIAM EADIE  
SSP0607@AOL.COM

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AMOUNT DUE ON MONEY JUDGMENT: 25,790.96

APPLICABLE INTEREST RATE: 7.00%

NAME OF COURT: CIRCUIT COURT PINELLAS COUNTY

CASE NUMBER: 522004CA007512XXCICI

DATE OF ENTRY: 04/01/05

WAS A WRIT OF EXECUTION DOCKETED ON THIS JUDGMENT LIEN WITH ANY SHERIFF PRIOR TO OCTOBER 1, 2001?

( ) YES (IF YES, A "CREDITOR AFFIDAVIT CERTIFICATION" FORM MUST BE ATTACHED TO THIS CERTIFICATE.)

(X) NO

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UNDER PENALTY OF PERJURY, I hereby certify that: (1) The judgment above described has become final and there is no stay of the judgment or its enforcement in effect; (2) All of the information set forth above is true, correct, current and complete; (3) I have not previously filed a Judgment Lien Certificate regarding the above judgment with the Department of State; and, (4) I have complied with all applicable laws in submitting this Electronic Judgment Lien Certificate for filing.

Electronic Signature of Creditor or Authorized Representative: WILLIAM EADIE